

Exhibit A
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Duane Morris Government Affairs LLC 30 South 17th Street Philadelphia, PA 19103	2. Registration No. 5918
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3. Name of foreign principal The Puntland State of Somalia	4. Principal address of foreign principal Puntland State of Somalia Garoowe	CRM/CES/REGISTRATION UNIT 2009 MAR 13 PM 3:33
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5. Indicate whether your foreign principal is one of the following:

- ☒ Foreign government
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify): _____ |
- ☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
Office of President
- b) Name and title of official with whom registrant deals
Ali Barre Jama Giblyn, Chief of Cabinet, Office of President

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom registrant deals
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A
March 9, 2009

Name and Title
Stephen Schachman, Managing Director

Signature

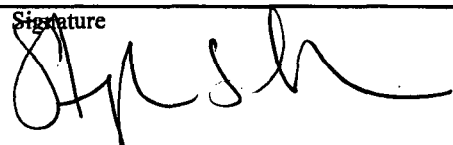


Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530, and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Duane Morris Government Affairs LLC

2. Registration No.

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3. Name of Foreign Principal
The Puntland State of Somalia

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
The Registrant will work with relevant U.S. Government officials and members of the U.S. Congress and staff to obtain aid and funding for the foreign principal in the areas of security; infrastructure; social services and health care; mass media; and democratization process.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Registrant will arrange for meetings with relevant U.S. Government officials, members of the U.S. Congress and staff, and media and opinion leaders.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The Registrant will arrange for meetings with relevant U.S. Government officials, members of the U.S. Congress and staff, and media and opinion leaders.

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Date of Exhibit B March 9, 2009	Name and Title Stephen Schachman, Managing Director	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") made as of this 27th day of February, 2009, by and between The Government of Puntland State of Somalia ("the Client"), having offices at Puntland, State of Somalia, Garowe and Duane Morris Government Affairs LLC ("DMGA"), a consulting and legislative services firm having its principal place of business at 30 South 17th Street, Philadelphia, Pennsylvania, 19103-4196, upon the terms and conditions set forth below.

RECITAL

The Client desires periodic consultation with DMGA in connection with the ongoing business and professional operations of the Client. Specifically, Client seeks assistance from DMGA in working with the U.S. Government to obtain aid and funding in the areas of:

- Security
- Infrastructure
- Social Services and Health Care
- Mass Media
- Democratization Process

DMGA is willing to provide such consulting services to the Client. DMGA is not a member of the Puntland Government and its responsibility is only limited to the foregoing areas.

DMGA and the Client enter into this Agreement upon the terms and conditions herein set forth.

AGREEMENT

NOW, THEREFORE, for the consideration set forth in this Agreement and intending to be legally bound hereby, DMGA and the Client agree as follows:

1. **Consulting Duties.** The Client agrees to and does hereby retain DMGA in a consulting capacity, as an independent contractor, and DMGA agrees to provide such services to the Client for a period of three (3) months, beginning February 27, 2009, and will renew automatically and continue on a month-to-month basis at the end of the period unless written notice is given by either party prior to the termination. Services performed by DMGA shall be reasonably requested and reasonably performed in the exercise of good faith, with each party carrying out their respective duties hereunder.

2. **Ancillary Services.** Should Client retain DMGA as a general advisor and consultant on other matters pertaining to the interests of the Client, DMGA shall render such ancillary services, as appropriate, pursuant to a separate and distinct agreement. DMGA shall devote reasonable efforts and time necessary and appropriate to perform the duties described herein to advance the best interests of the Client. The duties of DMGA shall include, but not be limited to, identifying and pursuing governmental objectives as determined in consultation with the Client and performing services necessary for the administration and guidance of the Client, as determined by both parties. The parties acknowledge that the Client's primary objective is to obtain direct funding assistance from the U.S. Government for humanitarian and development needs through the services of DMGA. The parties acknowledge that there are no representations, either expressly or implicitly given, as to results to be obtained or methods employed by DMGA during the term of this Agreement or any renewals or extensions thereof. Additionally, in no case does DMGA hold itself out to be a law firm nor does it provide legal advice in these matters. In all respects, however, each party represents to the other that it shall comply with all requirements of applicable law, rules or regulations relating to the undertakings contemplated by this Agreement.

3. **Compensation.** In consideration of services set forth herein, Client shall pay DMGA a consulting fee of Ten Thousand Dollars (\$10,000.00) per month beginning on May 27, 2009. No other compensation, payment or type of benefit shall be payable to DMGA, except that all travel expenses incurred by DMGA at the official request of the Client and in pursuit of the Client's objectives, shall be reimbursed to DMGA upon presentation of appropriate receipts or other reliable evidence of such expenses.

4. **Undertakings by DMGA.** During the time this Agreement is in effect, DMGA (including any and all employees) shall not disclose to any person, firm or corporation any trade, technical or secrets, any confidential details of organization or business affairs, the membership list of the Client, any other confidential information relating to the business or professional endeavors of the Client, nor act or conduct themselves in any manner which they shall have reason to believe is inimical or contrary to the best interests of the Client.

5. **Conflict of Interest.** DMGA represents and warrants that no past, current or future activities will interfere or impede its ability to render services required herein and that the services performed hereunder will not be in conflict with any of DMGA's employment, consulting arrangements or contracts, either now or in the course of DMGA's performance of this Agreement. We confirm that no

principal or staff member of DMGA has any financial interest or business connection with the Client, and we are aware of no conflicts in connection with this engagement.

6. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be modified nor changed in any respect except in writing duly executed by both the parties.

7. **Interpretation of Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but, if any provision of this Agreement shall be prohibited or is invalid under applicable law, such provision shall be ineffective to the extent of prohibition of invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8. **Successors and Assigns.** All terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of each of the parties, their heirs, personal representatives, transferees, successors and assigns.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the date first above written.

Duane Morris Government Affairs LLC

By: 

James W. Hill, Managing Director

The Government of Puntland State of Somalia

By: 

Ali Barre Jama Gibin
Chief of Cabinet
Office of President
Puntland
State of Somalia
Garowe

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